

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
CONTRACT 133

Docket No. MC2020-42

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
CONTRACT 133 (MC2020-42)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2020-40

USPS RESPONSE TO CHAIRMAN'S INFORMATION REQUEST NO. 1
(December 11, 2019)

The United States Postal Service hereby provides its response to Chairman's Information Request No. 1, which was issued on December 10, 2019. A response was due by December 17, 2019.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

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December 11, 2019

USPS RESPONSE TO CHAIRMAN'S INFORMATION REQUEST NO. 1

REQUEST:

Please submit a revised version of the contract without redactions in Section IV.B. Alternatively, please explain why the information in this Section is of a type for which non-public treatment was requested.

RESPONSE:

Revised version of the contract without redactions in Section IV.B attached.

ATTACHMENT A

REDACTED AMENDMENT TO PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE

CONTRACT 133

SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL SERVICE
AND
FIRST-CLASS PACKAGE SERVICE

This Shipping Services Contract (as it may be amended, restated, supplemented or otherwise modified from time to time, and together with all attachments hereto, "SSC" or "Contract") is made by and between [REDACTED], a corporation organized and existing under the laws of [REDACTED] with its principal office at [REDACTED] ("Customer"), and the United States Postal Service, an independent establishment of the Executive Branch of the United States Government established by the Postal Reorganization Act, Public Law 91-375, with its principal office at 475 L'Enfant Plaza, SW, Washington, DC 20260 (the "Postal Service"). The Postal Service and Customer are referred to herein collectively as the "Parties" and each as a "Party".

WHEREAS, it is the intention of the Parties to enter into a Shipping Services Contract ("SSC" or "Contract") that will benefit the Postal Service, the postal system as a whole, and Customer, and that will comply with the requirements of Title 39, United States Code, as amended by the Postal Accountability and Enhancement Act of 2006.

NOW, THEREFORE, the Parties agree as follows:

I. Terms

The following terms apply as of the effective date, as defined below:

- A. Except to the extent different terms or prices are specified in this Contract, applicable provisions of the Domestic Mail Manual (as may be regularly updated by the Postal Service and posted at http://pe.usps.com/text/dmm300/dmm300_landing.htm) and of other postal laws and standards, including USPS Publication 52 – Hazardous, Restricted, and Perishable Mail, apply to mail tendered under this Contract.
- B. This Contract applies to Customer's inbound and outbound packages excluding packages that originate from or are addressed to ZIP Codes in Table A below (collectively "Contract Packages"), as follows:
 1. Priority Mail weight-based packages that do not exceed [REDACTED];
 2. Priority Mail cubic packages that do not exceed [REDACTED]; and

3. First-Class Package Service – Commercial packages that do not exceed

The Parties may modify Table A from time to time by written mutual agreement.

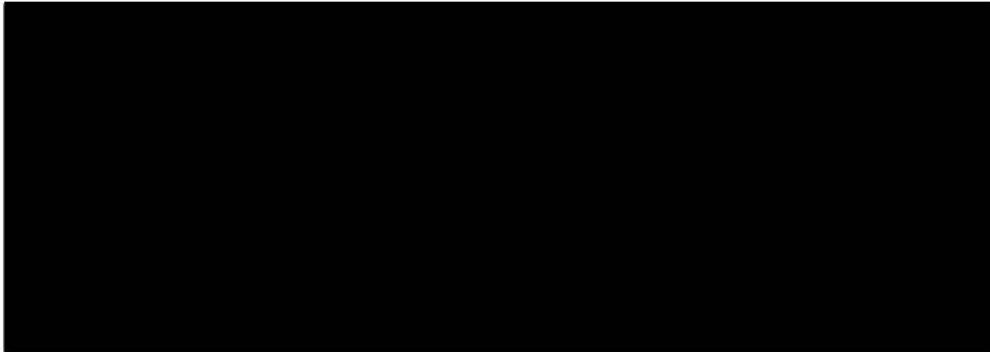
- C. Postal Service shall assign a unique mailer identification number (MID) to Customer for use and designation on Contract Packages. All Contract Packages must originate outside the United States. Labels containing the assigned MID, and other pertinent information shall be affixed to these Contract Packages before entering the United States. Contract Package discounts under this Contract shall only be available for Contract Packages bearing the MID assigned by the Postal Service for purposes of this Contract.
- D. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number and/or PC Postage account to ship such packages, and will use the Electronic Verification System (“eVS”), other USPS approved manifest systems, or USPS approved PC Postage vendors for payment of such packages. The Parties agree to work together to develop a process and documentation to demonstrate the postage is evidenced and labels are created where Contract Packages originate. Customer shall provide the Postal Service, in writing, a list of its permit numbers and/or PC Postage accounts for approval. Contract pricing for any newly approved permits and/or PC Postage accounts will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Priority Mail Contract Packages, plus Customer’s other Priority Mail packages (“Total PM Packages”), and First-Class Package Service – Commercial Contract Packages, plus Customer’s other First-Class Package Service packages (“Total FCPS Packages”), shipped from authorized permits and/or PC Postage accounts shall count toward the volume commitments expressed in Sections I.F.2 and I.F.3, including Tables C and D, and Section I.G. below.
- E. The Postal Service will not provide Customer with customized or specialized Priority Mail packaging.
- F. The terms and prices contained herein will take effect on the effective date as defined in Section III. The Contract Quarters are defined as:
1. Contract Quarters. “Quarter(s)” or “Contract Quarter(s)”, refer to the periods as follow in Table B.

Table B

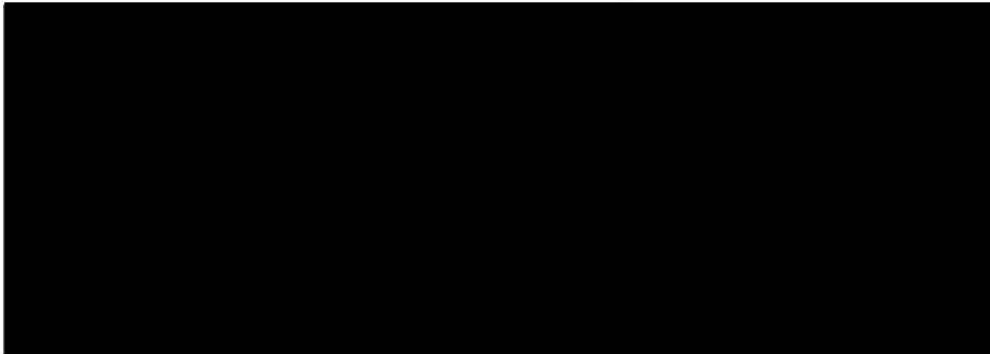
Period Name	Start of Period	End of Period
Quarter 1	October 1 st	December 31 st
Quarter 2	January 1 st	March 31 st
Quarter 3	April 1 st	June 30 th

Quarter 4	July 1 st	September 30 th
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2. Tier threshold (Total PM Packages). As outlined in Table C below and excluding the Implementation Period as described in Section I.G below, the following quarterly average volumes for Total PM Packages must be met in order to achieve the applicable Priority Mail Contract Package discounts in Section I.H, and Tables 1 through 5 below.



3. Tier threshold (Total FCPS Packages). As outlined in Table D below and excluding the Implementation Period as described in Section I.G below, the following quarterly average volumes for Total FCPS Packages must be met in order to achieve the applicable First-Class Package Service Contract Package discounts in Section I.I, and Tables 6 through 10 below.



G. Price Calculation.

1. From the effective date of the Contract until the end of the second full Contract Quarter ("Implementation Period"), and the Contract Quarter following the Implementation Period, Customer will receive Tier 5 discounts for Priority Mail Contract Packages, and Tier 5 discounts for First-Class Package Service Contract Packages, pursuant to Tables 5 and 10, respectively. Following the Implementation Period, subsequent tier discounts will be determined by the quarterly averages for both Total PM Packages and Total FCPS Packages shipped during the term of this Contract.
2. Contract Package discounts for this Contract will be based on a rolling four (4) Quarter average. From the first full Contract Quarter following the Implementation Period, until Customer has reached four (4) full Contract Quarters, the separate quarterly averages for Total PM Packages and Total FCPS Packages will be based on the individual quantities of Total PM Packages

and Total FCPS Packages shipped, divided by the number of full Contract Quarters achieved. At the conclusion of the first four (4) full Contract Quarters following the Implementation Period, the subsequent quarterly averages for each product will be calculated by the number of Total PM Packages and Total FCPS Packages shipped in the previous four (4) full Contract Quarters, divided by four (4). At the conclusion of each Contract Quarter, the Postal Service will calculate the quantity of Total PM Packages and Total FCPS Packages, and the number of applicable quarters to calculate and apply the appropriate rate table for each product within fifteen (15) calendar days of the conclusion of that Contract Quarter. Tables E and F below illustrate the method in determining average volumes.

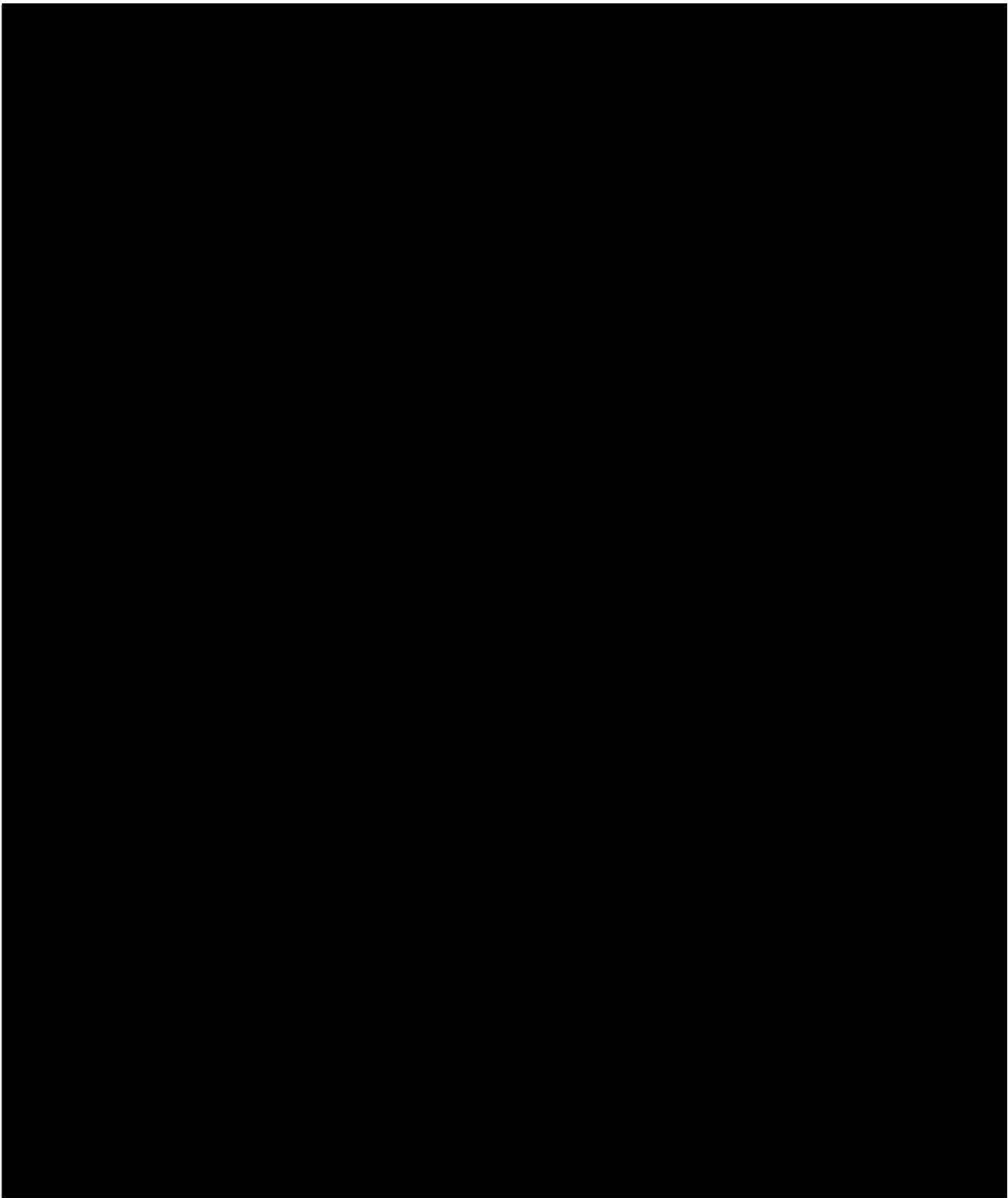
Table E

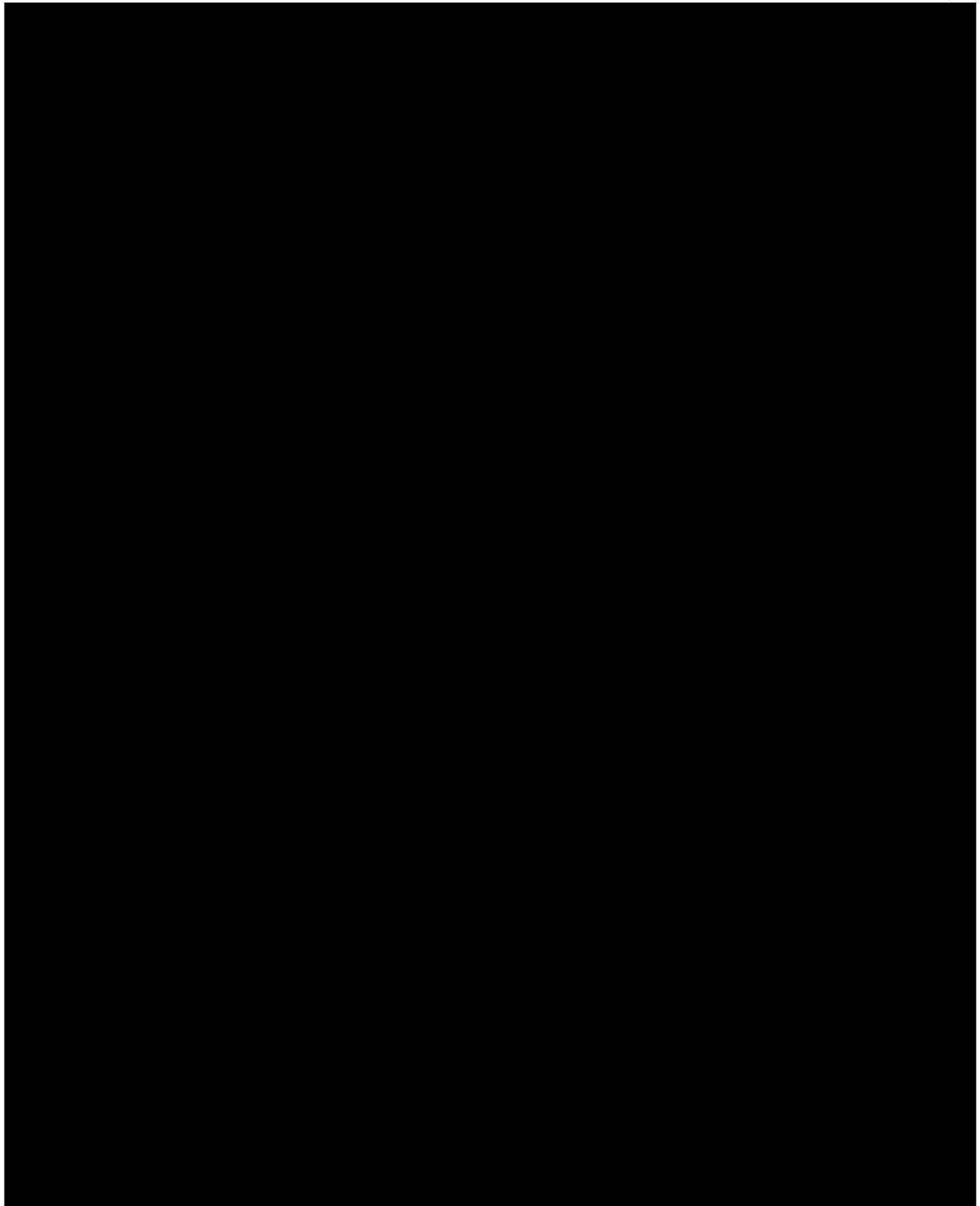
Contract Year (CY) 1	Tier Determination
Quarter 1	Tier 5 Pricing (Implementation Period)
Quarter 2	Tier 5 Pricing (Implementation Period)
Quarter 3	Tier 5 Pricing (Implementation Period)
Quarter 4	Tier 5 Pricing
Contract Year (CY) 2	Tier Determination
Quarter 1	Total PM Packages Shipped (CY1 Q4) ÷ 1
Quarter 2	Total PM Packages Shipped (CY1 Q4 + CY2 Q1) ÷ 2
Quarter 3	Total PM Packages Shipped (CY1 Q4 + CY2 Q's 1&2) ÷ 3
Quarter 4	Total PM Packages Shipped (CY1 Q4 + CY2 Q's 1,2&3) ÷ 4
Contract Year (CY) 3	Tier Determination
Quarter 1	Total PM Packages Shipped (CY2 Q's 1,2,3&4) ÷ 4
Quarter 2	Total PM Packages Shipped (CY2 Q's 2,3&4 + CY3 Q1) ÷ 4
Quarter 3	Total PM Packages Shipped (CY2 Q's 3&4 + CY3 Q's 1&2) ÷ 4
Quarter 4	Total PM Packages Shipped (CY2 Q4 + CY3 Q's 1,2&3) ÷ 4

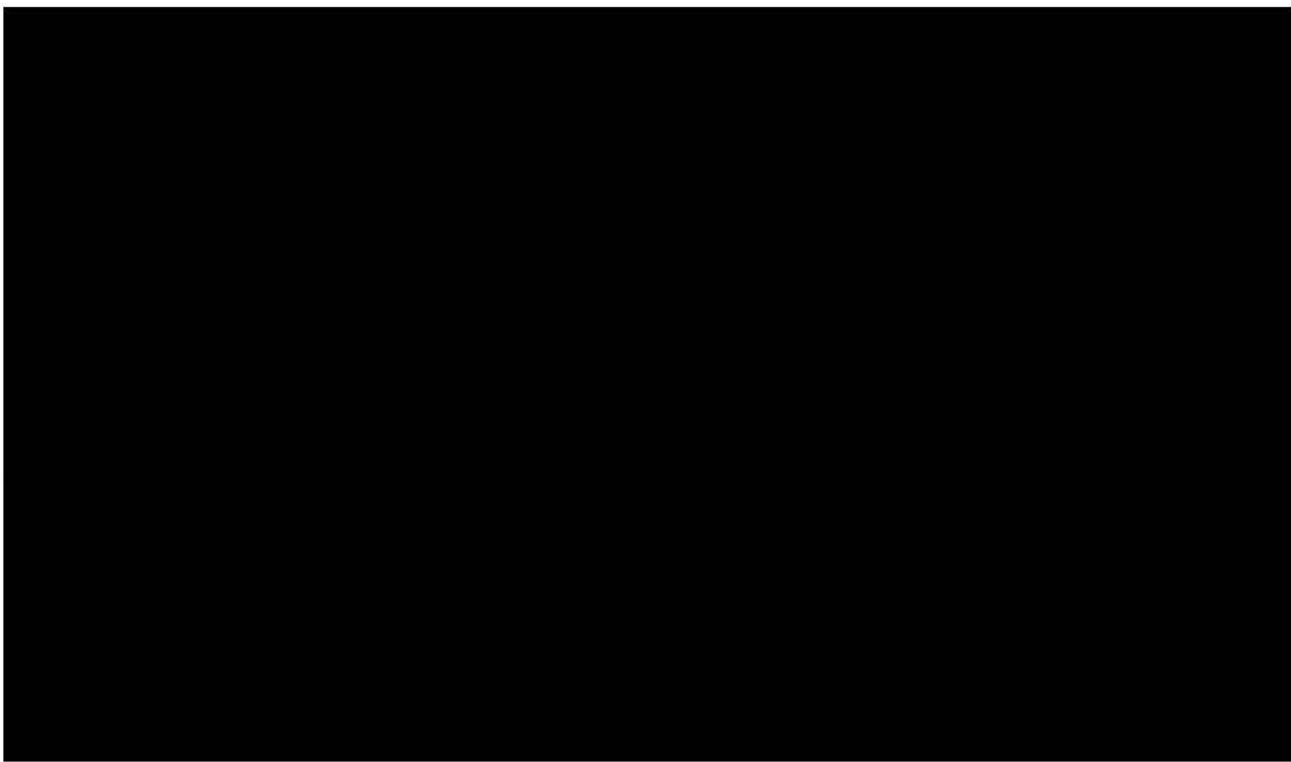

Table F

Contract Year (CY) 1	Tier Determination
Quarter 1	Tier 5 Pricing (Implementation Period)
Quarter 2	Tier 5 Pricing (Implementation Period)
Quarter 3	Tier 5 Pricing (Implementation Period)
Quarter 4	Tier 5 Pricing
Contract Year (CY) 2	Tier Determination
Quarter 1	Total FCPS Packages Shipped (CY1 Q4) ÷ 1
Quarter 2	Total FCPS Packages Shipped (CY1 Q4 + CY2 Q1) ÷ 2
Quarter 3	Total FCPS Packages Shipped (CY1 Q4 + CY2 Q's 1&2) ÷ 3
Quarter 4	Total FCPS Packages Shipped (CY1 Q4 + CY2 Q's 1,2&3) ÷ 4
Contract Year (CY) 3	Tier Determination
Quarter 1	Total FCPS Packages Shipped (CY2 Q's 1,2,3&4) ÷ 4
Quarter 2	Total FCPS Packages Shipped (CY2 Q's 2,3&4 + CY3 Q1) ÷ 4
Quarter 3	Total FCPS Packages Shipped (CY2 Q's 3&4 + CY3 Q's 1&2) ÷ 4
Quarter 4	Total FCPS Packages Shipped (CY2 Q4 + CY3 Q's 1,2&3) ÷ 4

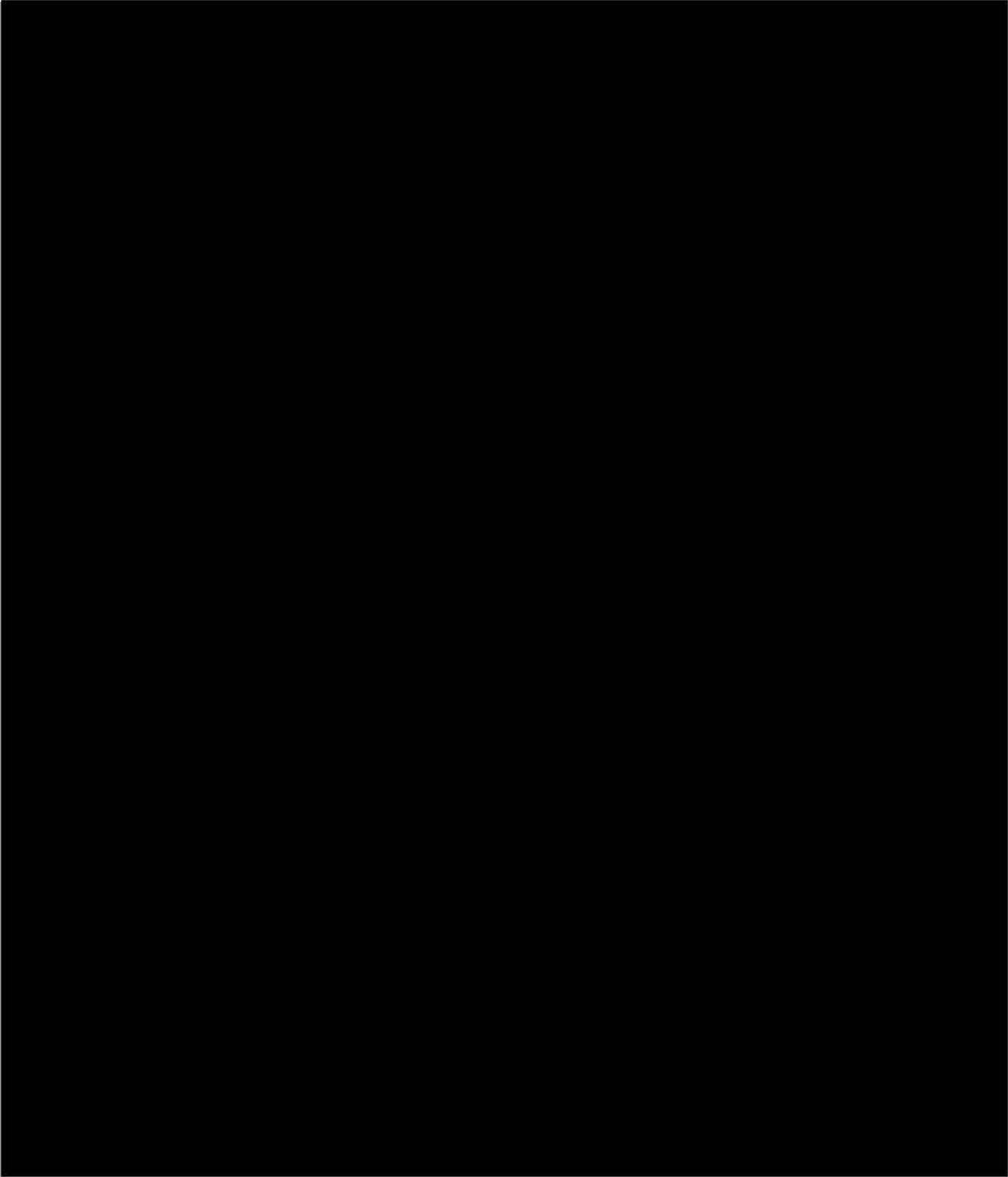
H. Priority Mail Prices. As illustrated in Tables 1 through 5 below, commencing on the effective date (as defined in Section III below), the following discounts off of published Priority Mail Commercial Plus prices, shall apply to Customer's Priority Mail Contract Packages pursuant to the quarterly average of Total PM Packages shipped and the applicable tier.





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- I. First-Class Package Service Prices. As illustrated in Tables 6 through 10 below, commencing on the effective date (as defined in Section III below), the following discounts off of published First-Class Package Service - Commercial prices, shall apply to Customer's First-Class Package Service Contract Packages pursuant to the quarterly average of Total FCPS Packages shipped and the applicable tier.
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J. Price Adjustments

1. Throughout the term of this Contract, and any extension period following the Contract term, Customer will pay the prevailing Priority Mail Commercial Plus

prices less the discounts listed in Tables 1 through 5 above for its Priority Mail Contract Packages, and rounded up to the nearest whole cent.

2. Throughout the term of this Contract, and any extension period following the Contract term, Customer will pay the prevailing First-Class Package Service – Commercial prices less the discounts listed in Tables 6 through 10 above for its First-Class Package Service Contract Packages, and rounded up to the nearest whole cent.

- K. Quarterly Business Reviews. The Parties shall, within fifteen (15) calendar days after the conclusion of each full calendar quarter in each Contract Year, jointly conduct a business review of Customer's performance expectations under this Contract either in person, by telecom or by webinar. If either Party is unable to conduct a business review within fifteen (15) calendar days after the conclusion of the above referenced calendar quarters, it shall notify the other Party in writing (i.e. email or mail) of that fact and propose a date as soon as practicable thereafter.
- L. Record Keeping and Audit. Customer shall respond to the Postal Service's or its designated auditor's quarterly and/or yearly transaction confirmations related to Postal Service transactions; and such other assistance as required by the Postal Service or its designated auditors in connection with Customer's performance under this Contract.

II. Marketplace Requirements

The Parties (1) acknowledge and agree that the Appendix to Shipping Services Contract attached hereto is hereby incorporated into and made a part of this Contract by this reference; and (2) agree to comply with the terms set forth therein as if fully set forth herein.

III. Regulatory Review and Effective Date

This Contract is subject to approval by Postal Service senior management and/or the Governors of the Postal Service, as well as by the Postal Regulatory Commission (the "Commission"). In accordance with Title 39 and the Commission's Rules of Practice and Procedure, the Postal Service will make required filings with the Commission. The effective date of this Contract shall be two (2) business days following the day on which the Commission issues all necessary regulatory approval. For the purposes of this SSC, business days are defined as Monday through Friday, excluding federal holidays and days on which the Postal Service Headquarters is administratively closed. For the avoidance of doubt, this Contract does not supersede the Shipping Services Contract for Priority Mail Service executed December 13, 2017 between the Postal Service and Customer's subsidiary, Newgistics, Inc.

IV. Expiration Date, Termination and Extension

- A. Expiration. This Contract shall expire three (3) years from the effective date, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing pursuant to Article IV.B; (2) renewed by mutual agreement in writing and subsequent approval by the Commission; (3) superseded by a

subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

- B. Termination. Each Party reserves the right to terminate this Contract for convenience, without penalty, with thirty (30) calendar days' written notice to the other Party. Each Party may terminate this Contract in its entirety upon written notice if the other Party breaches any material term of this Contract and fails to cure such breach within thirty (30) calendar days after receipt by the breaching Party of written notice from the non-breaching Party describing such breach. The right to terminate shall be in addition to and shall not be in lieu of any other remedies available to the parties hereunder or by law.
- C. Extension. If, at the conclusion of this Contract term, both Parties agree that preparation of a successor SSC is active, the SSC will be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to Contract's expiration date.

V. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to: Manager, Pricing and Classification Service Center ("PCSC"), 90 Church Street Suite 3100, New York, NY 10007-2951; ((212) 330-5300 / Fax: (212) 330-5320). The decision of the PCSC Manager will be administratively final. Any decision that is not appealed as prescribed becomes the final Postal Service decision.

VI. Confidentiality

Customer acknowledges that as part of securing approval of this Contract, the Contract and supporting documentation will be filed with the Postal Regulatory Commission in a docketed proceeding. The Postal Service shall request from the Commission non-public treatment of information that the Postal Service deems to be eligible for protection from public disclosure when it files such material with the Commission, including Customer's identity, the terms of this Contract, and supporting data relating to postal costs, prices, and Customer's shipping profile. The Postal Service will redact such information from its public filing. Customer authorizes the Postal Service to determine the scope of information that must be made publicly available in the Commission's docketed proceeding. Customer further understands that any unredacted portion of this Contract or supporting information will be available on the Commission's public website, www.prc.gov. At the request of Customer, the Postal Service will notify Customer of the docket number of the Commission proceeding once assigned. Customer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. Customer agrees to treat as confidential and not disclose to third parties absent express written consent by the Postal Service any information related to this Contract that is determined by the Commission to be non-public.

VII. Amendments

This Contract shall not be amended except expressly, in writing, by authorized representatives of the Parties.

VIII. Assignment

Neither Party may, or shall have the power to, assign its rights under the Contract or, delegate its obligations hereunder, without the prior written consent of the other; such consent is not to be unreasonably withheld. In addition, in the event that Customer is merged with or into or acquires another entity, pricing under this Contract following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the Parties may negotiate in good faith to extend, modify, or enter into a new contract applicable to the merged or acquired entity.

IX. Waiver

Any waiver by a Party shall not constitute a waiver for any future occurrence. No waiver shall be valid unless set forth in writing executed by the Party waiving such provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed as of the later date below:

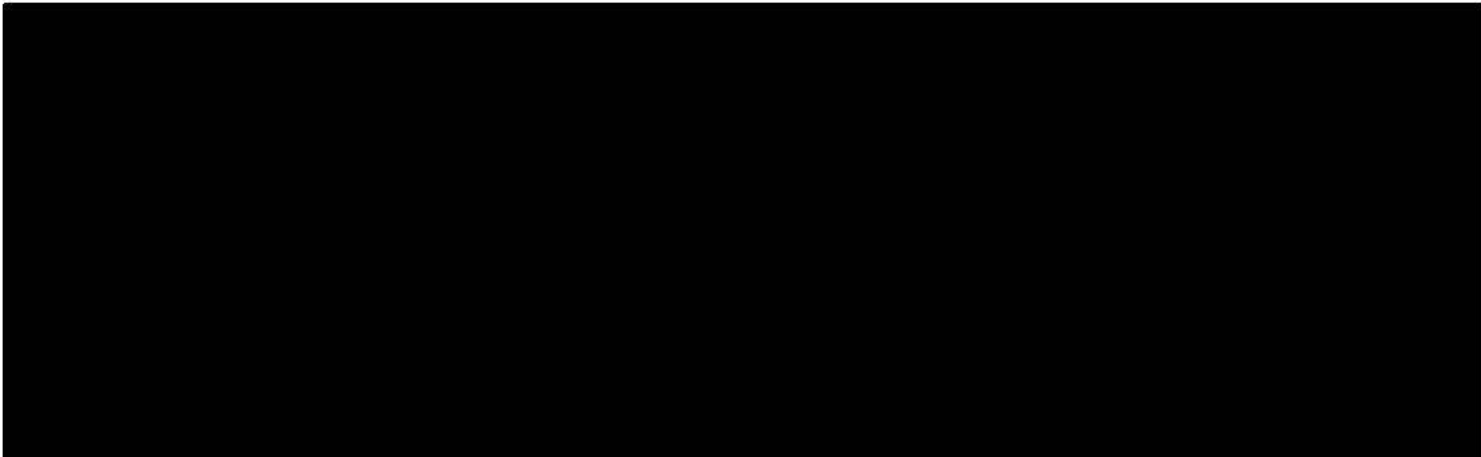
UNITED STATES POSTAL SERVICE

Signed by: *T. Costello*

Printed Name: Timothy R. Costello

Title: Vice President Sales

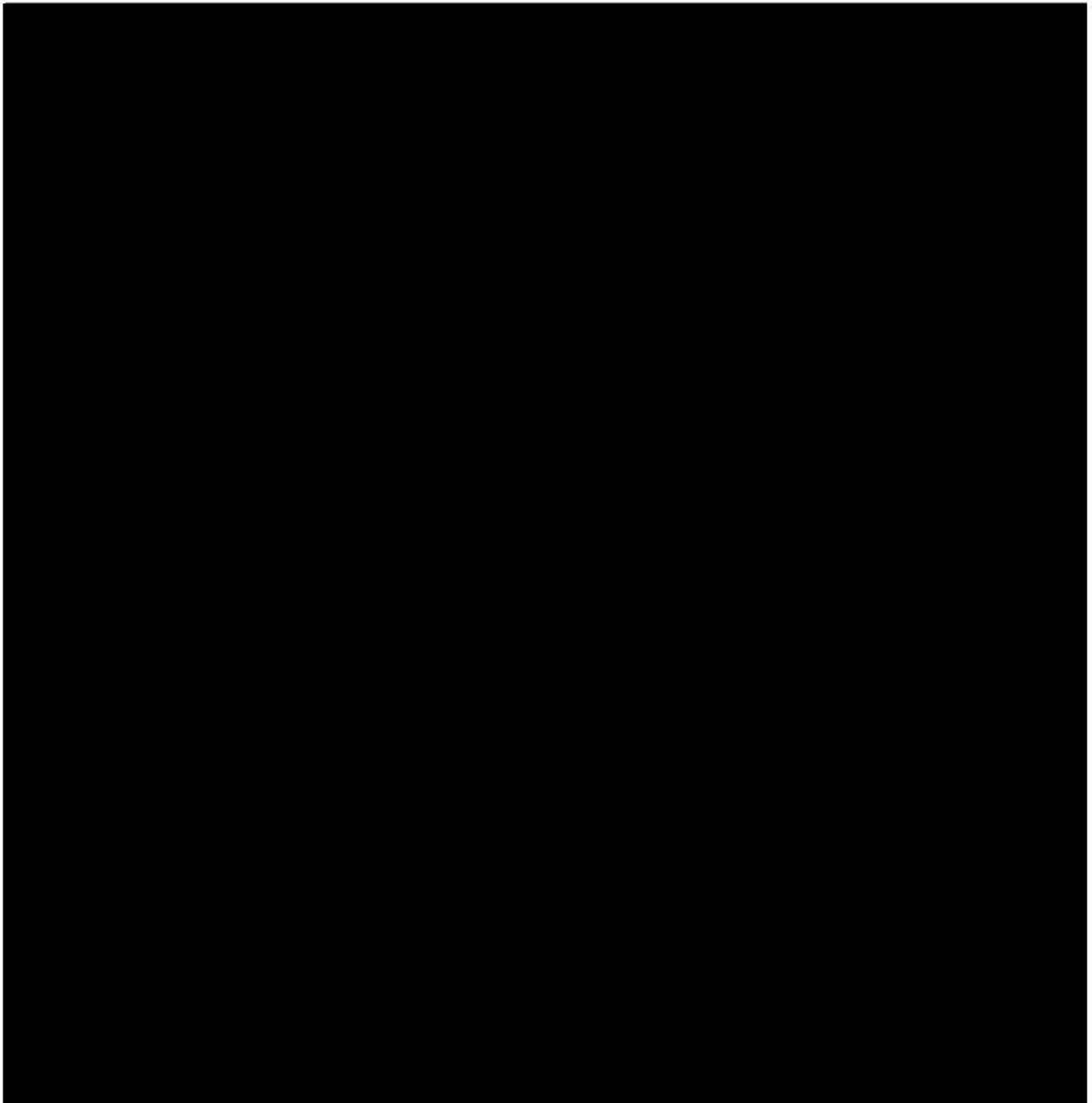
Date: 11/12/19

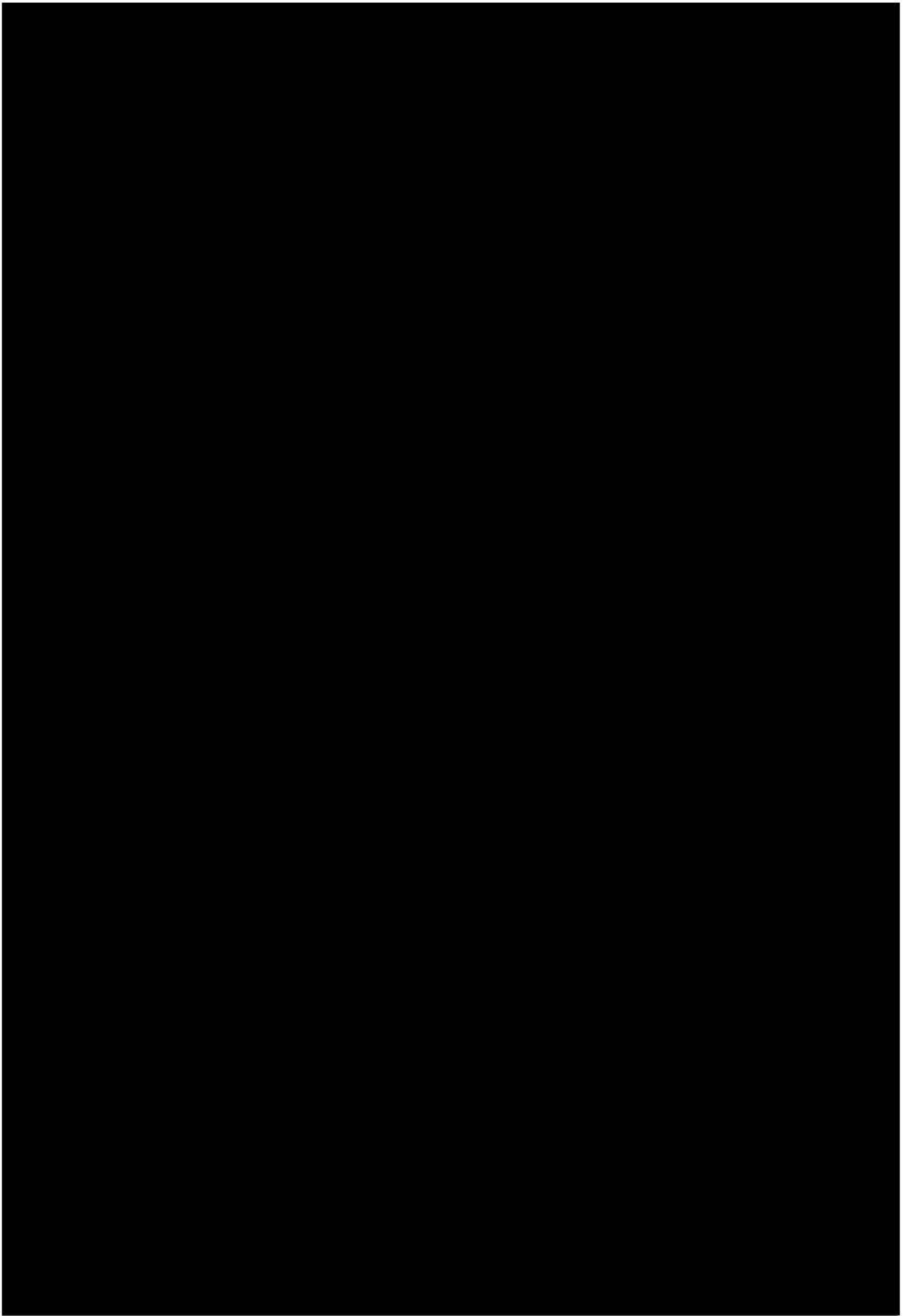


Appendix to Shipping Services Contract

The terms set forth in this Appendix are attached to and incorporated by reference into the Shipping Services Contract (as it may be amended, restated, supplemented or otherwise modified from time to time, and together with all attachments thereto, the “SSC” or “Contract”), by and between the United States Postal Service, an independent establishment of the executive branch of the Government of the United States, with its principal office at 475 L’Enfant Plaza, SW, Washington, DC 20260 (the “Postal Service” or “USPS”), and [REDACTED], a [REDACTED] corporation, with its principal office at [REDACTED], [REDACTED] (the “Customer”), regarding Priority Mail and First-Class Package Service (“Product(s)"). Capitalized terms used but not otherwise defined in this Appendix have the meaning set forth in the Contract.

I. Marketplace Requirements







In the event that the Customer offers access to Product to one or more Third Parties under this Section I, Customer shall, for so long as Customer offers access to Product to any Third Party:

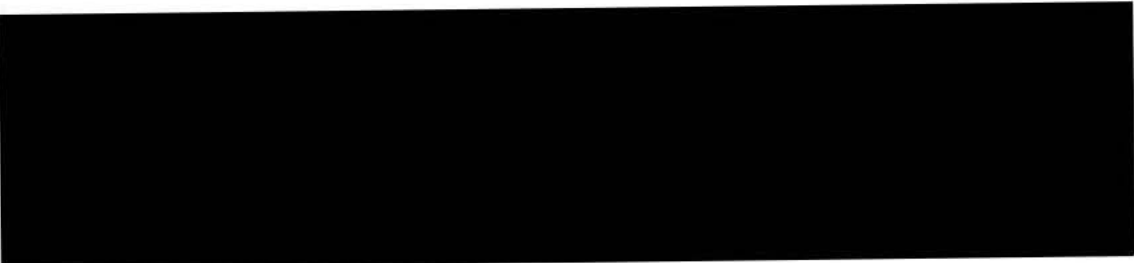
1. Ensure that each Third Party agrees, and if any Third Party is an Intermediary (as defined below), each Shipper (as defined below) agrees (i) to comply with all applicable requirements that the Customer is subject to under the Contract, and (ii) that access to Product may be terminated or suspended in accordance with the Contract terms. In addition, in the event that the Customer receives a written notice from the Postal Service indicating that any Third Party or Shipper has breached any Contract term, the Customer shall terminate the Third Party's or Shipper's access to the Product effective as of the termination date set forth in the notice (the "Termination Date"), unless the Third Party or Shipper, as applicable, cures such breach to the Postal Service's satisfaction prior to the Termination Date.
2. Upon request of the Postal Service (not more than two (2) times per Contract year), deliver complete and accurate transaction level data for all Third Party transactions within four (4) weeks of the date of the written request, which data shall be sufficient for the Postal Service to accurately compare postage amounts paid to the Postal Service by Customer with postage amounts paid to Customer by each Third Party and shall be in an electronic file format as specified by the Postal Service.
3. Upon request of the Postal Service, deliver to the Postal Service the Shipper Information and Payment Information listed below, as well as such other information that may be reasonably requested, (not more than two (2) times per Contract year, except in cases of suspected fraud, short-paid postage or breach of any Contract term), within four (4) weeks of the date of the written request. Notwithstanding the foregoing, in the event that the Postal Service suspects that a Third Party has short-paid postage, committed fraud or breached any Contract term, Customer shall furnish the Shipper Information and Payment Information listed below, as well as such other information that may be reasonably requested, to the Postal Service immediately upon receipt of a written request from the Postal Service. The Customer shall ensure that any and all Shipper Information, Payment Information and other information furnished to the Postal Service hereunder shall be complete and accurate in all respects and in an electronic file format as specified by the Postal Service. As used herein, "Shipper" means the end-user who physically prepares the package for mailing and enters it into the mail stream. The Third Party may be the Shipper.

Shipper Information:

- Unique Shipper ID
- Shipper Legal Name(s) and DBAs at the Account Level
- Shipper Name at the Site Level
- Shipper Address, City, State, ZIP Code

- Legal Address Sufficient For Delivering Service of Process
- Email address
- Contact Phone Number
- Trusted Address Verification

Payment Information:

- Legal Name of Shipper
 - Product Code/Description at the Mail Category Code Level
 - Payment Type
 - Payment Date and Time
 - Payment Amount
 - Reported Package Characteristics, including but not limited to mailing date, weight, dimensions, and origin and destination ZIP Codes
4. In the event that any Third Party (or Shipper) short-pays postage, fully support the Postal Service's efforts to recoup unpaid amounts, which may include, without limitation, immediately suspending the Third Party's or Shipper's access to Product if requested by the Postal Service.
 5. 
 6. Provide the below-listed privacy notice to all Third Parties when the Customer is collecting Third Party information on behalf of the Postal Service to administer financial transactions for purchasing postage and to meet postage system reporting requirements. The Customer shall also ensure that all Third Parties who are Intermediaries provide the below privacy notice to all Shippers when the Third Party is collecting Shipper information on behalf of the Postal Service to administer financial transactions for purchasing postage and to meet postage system reporting requirements. A Privacy Act Statement meets privacy notice requirements when the Customer or Third Party asks individual Postal Service customers to provide information about themselves and that information will be maintained in a Privacy Act System of Records by the Postal Service. In addition, when collecting Third Party information for its own purposes, the Customer shall disclose to all Third Parties that such information is subject to the Customer's privacy policy. As used herein "Intermediary" means any intermediary, including any multicarrier shipping platform, third party consultant, postage reseller, third-party freight payment and/or audit firm, online marketplace, affinity group, consolidator, wholesaler, freight forwarder, or other intermediary or logistics service provider.

Privacy Act Statement: Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional

reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit www.usps.com/privacypolicy.

7. Deliver to the Postal Service, upon request, such other items and perform such other actions, as the Postal Service may reasonably determine are necessary in order to permit Customer to continue to offer Product to Third Parties, such as executing a trademark license.

II.

III. Representations, Warranties and Covenants

Customer hereby represents, warrants and covenants to the Postal Service as follows:

- A. The execution and delivery by Customer of the Contract and the performance by the Customer of its obligations under the Contract (1) are within the Customer's power and authority; (2) have been duly authorized; and (3) do not and will not contravene (i) any law or regulation binding on or affecting Customer, (ii) any contractual restriction binding on Customer, (iii) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Customer, or (iv) the organizational documents of Customer; and
- B. The individual signing the Contract on behalf of Customer is a duly authorized officer of the Customer with the power and authority to enter into the Contract on behalf of Customer; and
- C. The Customer shall comply with all applicable federal, state and local laws, rules and regulations.

IV. Confidentiality; Public Disclosures

In addition to the confidentiality obligations set forth in the Contract, Customer hereby agrees to treat as confidential, and not disclose to third parties absent express written consent by the Postal Service, the Third Party Data, Shipper Information, Payment Information, the prices offered to Third Parties, and the terms of this Appendix.

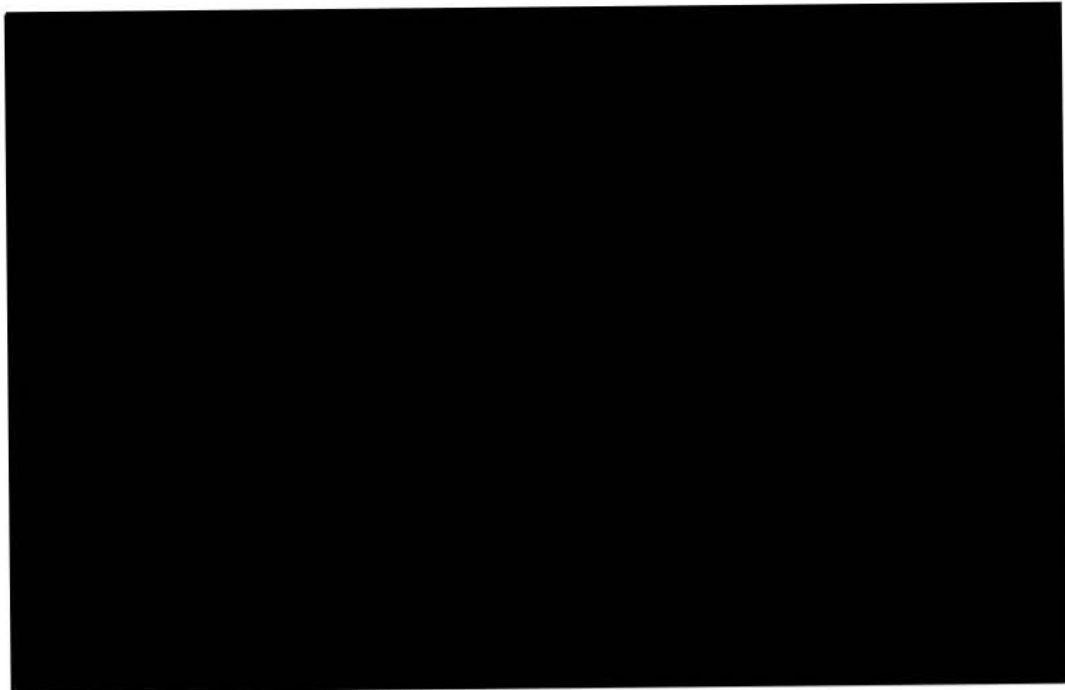
Customer hereby acknowledges and agrees that the form, substance, and timing of any press release or other public disclosure of matters related to the Contract or the relationship between Customer and the Postal Service prepared and/or to be disclosed by Customer shall be subject to the prior review and written approval of the Postal Service. The Postal Service shall endeavor to respond to the Customer with written comments or written approval within five (5) business days of receipt of the proposed disclosure, but failure to approve in writing within that time frame shall be deemed disapproval. This Section does not prohibit either Party from disclosing information that is required to be disclosed by law or that is requested by any federal, state, or local governmental body in the proper exercise of its oversight or investigatory jurisdiction.

V. Sovereign Acts

The Postal Service and Customer acknowledge and agree that the Contract is subject to any legislation that might be enacted by the Congress of the United States or any orders or regulations that might be promulgated by any agency, branch, or independent establishment of the United States Government. Notwithstanding anything to the contrary set forth herein, the Postal Service and Customer further acknowledge and agree that the Contract in no way waives the Postal Service's authority to act in its sovereign capacity and to promulgate and amend from time to time regulations and policies and that, pursuant to the sovereign acts doctrine, the Postal Service shall not be held liable for any acts performed in its sovereign capacity, or for any acts performed by any branch, agency or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of the Contract. In the event that either Party is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any branch, agency, regulatory body, or independent establishment of the United States Government to terminate, or otherwise as a result of such action is unable to perform its obligations under the Contract, either Party may give the other Party a notice of termination of the Contract, which termination shall be effective immediately or on the effective date of such requirement, whichever is later. The Parties agree that in the event that the Contract is terminated as set forth in the preceding two sentences, or in the event that either Party is enjoined from proceeding with the Contract by any court of competent jurisdiction, such Party shall not be subject to any liability by reason of such termination or injunction. To the extent that any applicable law, regulation or policy adopted after the Effective Date expressly supersedes the terms of this Appendix, such law, regulation or policy shall control.

VI. Notices

Any notice or other communication to be provided to a Party hereunder shall be in writing and shall be sent via certified mail (with return receipt requested) or by email to the individual and at the address listed below unless otherwise specified by the Party in writing. Notices shall be deemed given when received by the Party.



VII. Governing Law

THE CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH PRINCIPLES OF FEDERAL LAW.

VIII. Counterparts

The Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. A facsimile or other electronically or digitally transmitted copy of a signature on any counterpart shall be deemed to be an original signature. The Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.